



## FINANCE AGREEMENT MODIFICATION CHANGE IN TERMS AGREEMENT

AGREEMENT NO.: **3069110-002** ("Finance Agreement")  
 CUSTOMER: **STATELINE RENTALS, LLC** ("Customer")  
 GUARANTOR(S): **Garth Errol McGillewie Jr and Applied Machinery Rentals, LLC** ("Guarantor")  
 EFFECTIVE DATE OF MODIFICATION: **June 3, 2022** ("Effective Date")

This FINANCE AGREEMENT MODIFICATION (this "Modification") is made and entered into by and between Customer, Guarantor, and Stearns Bank National Association ("Lender") as of the Effective Date. Customer, Guarantor and Lender may be referred to individually as a "Party" or collectively as the "Parties."

**DESCRIPTION OF INDEBTEDNESS.** Customer and Guarantor are bound and obligated to the terms of the above-referenced Finance Agreement with all addendums, attachments, certifications, renewals, extensions, and all other documents executed in relation to the Finance Agreement along with any and all subsequent modifications, renewals and extensions thereof ("Contract Documents"). The Finance Agreement and the Contract Documents may be collectively referred to hereinafter as the "Agreement." All capitalized terms not otherwise defined in this Modification shall have the meanings ascribed to them in the Agreement. The Parties expressly acknowledge and agree Lender is not obligated to grant or agree to any modification, renewal, or extension, or waive any default, in relation to the Agreement, and any obligations thereunder by entering into this Modification.

**DESCRIPTION OF COLLATERAL.** The property described in that certain Equipment Schedule Addendum is incorporated into and made part of the Agreement, and now this Modification, including any such executed Amended Equipment Schedule Addendum.

### MODIFICATION:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Customer Name Change       | <input checked="" type="checkbox"/> Change to Equipment Schedule | <input type="checkbox"/> Change to Amount Financed |
| <input type="checkbox"/> Change to Payment Schedule | <input type="checkbox"/> Change to End of Term                   | <input type="checkbox"/> OTHER                     |

Additional details regarding the change in terms:  
 Updating equipment SN. Please see Amended Equipment Schedule for complete asset description.

1. **PROMISE TO PAY.** Customer agrees and acknowledges the Agreement cannot be cancelled or modified without Lender's written, signed agreement. Customer agrees its obligations under the Agreement include but are not limited to Customer's and Guarantor's absolute and unconditional obligation to pay the entire sum of the Total Contract Payments as set forth in the Agreement and the most current, executed Payment Schedule.
2. **FULL FORCE AND EFFECT.** The Parties acknowledge that the Agreement is and remains valid and binding. All terms and conditions of the Agreement are hereby reaffirmed, remain the same, and in full force and effect, and incorporated into this Modification by reference, including strict compliance with all obligations therein. Nothing in this Modification shall be interpreted or intended to amend, modify or otherwise change the terms of the Agreement except as expressly provided herein.

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3. NO CLAIMS. Customer and Guarantor acknowledge and agree that as of the Effective Date they have no claims, defenses, setoffs, counterclaims or demands against Lender with respect to or arising from, or related to, the Agreement, the Equipment, the Guaranty, and all other executed agreements in relation thereto, including all obligations found therein.
4. AUTHORITY AND CAPACITY. The Parties have all right, power, capacity, and authority to execute and deliver this Modification and to perform hereunder.
5. ATTORNEYS' FEES. In the event that it becomes necessary for Lender to retain the services of legal counsel to enforce the terms of this Modification, Lender shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Modification.
6. ENTIRE AGREEMENT. This Modification taken together with the Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the Parties.
7. COUNTERPARTS. The Parties agree that this Modification may be signed in counterparts and electronic signatures. Any electronic or facsimile copies of originally signed documents will be treated as an original and will be admissible as evidence of this Modification.
8. RESERVATION OF RIGHTS. By entering this Modification, Lender does not waive any of its rights or remedies with respect to a default or an Event of Default which may exist currently, or hereafter, pursuant to this Modification, or pursuant to the terms of the Agreement. Nothing contained herein shall constitute, or be deemed to constitute, a waiver, modification or forbearance with respect to the Agreement or acceptance of any event, occurrence or circumstance which may constitute an Event of Default under the Agreement or this Modification. Lender further reserves the right to fully invoke any and all rights, remedies, powers and privileges pursuant to the Agreement, this Modification, at law, in equity, or otherwise, at any time Lender deems appropriate with respect to an Event of Default that may exist.

[Signature Page to Follow]

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**STATELINE RENTALS, LLC**  
By: GARTH E MCGILLEWIE JR  
9F8B6606E98D432...  
Name: GARTH E MCGILLEWIE JR  
Title: Managing Member

**Garth E McGillewie Jr**  
By: GARTH E MCGILLEWIE JR  
9F8B6606E98D432...  
Name: GARTH E MCGILLEWIE JR  
Title: Managing Member

**Applied Machinery Rentals, LLC**  
By: GARTH E MCGILLEWIE JR  
9F8B6606E98D432...  
Name: GARTH E MCGILLEWIE JR  
Title: Managing Member

**STEARNS BANK, NATIONAL ASSOCIATION**  
By: DOMINIC BONACCI  
9E97979B0CCF46D...  
Name: DOMINIC BONACCI  
Title: Senior Account Manager

**Guarantor Name (If Necessary)**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## AMENDED EQUIPMENT SCHEDULE

**Customer:** STATELINE RENTALS, LLC (“Customer”)

**Agreement #:** 3069110-002 (“Finance Agreement”)

**Effective Date:** 06/03/2022 (“Effective Date”)

Pursuant to an agreed upon modification to the Finance Agreement, Customer’s Equipment Schedule and Equipment subject to the Finance Agreement is amended as follows:

### Equipment Detail:

Year	Make/Model	Equipment Type	VIN# or Serial #	Location: Address where Equipment will be stored/located
2022	Merlo Roto 50.26 S Plus with Attachments	Telescopic Handler	ZF1RT21D1D1004706	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo Roto 50.26 S Plus with Attachments	Telescopic Handler	ZF1RT21D1D1005890	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo 50.21 S Plus with Attachments	Telescopic Handler	ZF1RT21D1D1003239	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo 50.21 S Plus with Attachments	Telescopic Handler	ZF1RT21D1D1004146	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo 50.21 S Plus with Attachments	Telescopic Handler	ZF1RT21D1D1003288	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo Roto 70.28 S Plus with Attachments	Telescopic Handler	ZF1RT30D1D0003914	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo Roto 70.28 S Plus with Attachments	Telescopic Handler	ZF1RT30D1D1003639	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo Roto 70.28 S Plus with Attachments	Telescopic Handler	ZF1RT30D1D1002252	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo Roto 70.28 S Plus with Attachments	Telescopic Handler	ZF1RT30D1D1003966	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo Roto 70.28 S Plus with Attachments	Telescopic Handler	ZF1RT30D1D1002488	1205 Galleria Blvd. Rock Hill, SC 29730-6671
2022	Merlo Roto 70.28 S Plus with Attachments	Telescopic Handler	ZF1RT30D1D1003917	1205 Galleria Blvd. Rock Hill, SC 29730-6671


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The above-listed equipment together with all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, additions, replacements of and substitutions for all or any part of the foregoing equipment is collectively referred to as the "Equipment." To the extent the Equipment Schedule adds additional Equipment as collateral subject to the Finance Agreement, Customer verifies delivery and acceptance of the additional Equipment and grants Stearns Bank National Association ("Lender") a first priority security interest in the Equipment by signing below. This Finance Agreement cannot be cancelled or modified without Lender's written, signed agreement.

Customer acknowledges and agrees this Addendum is incorporated into and made an indispensable part of the above-referenced Finance Agreement between Customer and Lender. This Addendum may be executed with electronic signatures, and any copy, duplicate, or facsimile shall constitute an original and can be used as admissible evidence.

DocuSigned by:			
	<b>Garth Errol McGillewie Jr</b>	Managing Member	6/3/2022
<small>0F8D6606E08D432</small>			
Required Signature	Printed Name	Title	Date

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**Certificate Of Completion**

Envelope Id: 26AE7576EC8E48AE8184288DCB5BF4C8

Status: Completed

Subject: Stearns Bank Modification Documents 3069110-002 for STATELINE RENTALS, LLC

Source Envelope:

Document Pages: 5

Signatures: 5

Envelope Originator:

Certificate Pages: 4

Initials: 0

Hannah Navratil

AutoNav: Enabled

4191 2nd St S

Enveloped Stamping: Enabled

Saint Cloud, MN 56301

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

hannahn@stearnsbank.com

IP Address: 64.207.219.7

**Record Tracking**

Status: Original

Holder: Hannah Navratil

Location: DocuSign

6/3/2022 11:08:17 AM

hannahn@stearnsbank.com

**Signer Events**

GARTH E MCGILLEWIE JR


garth@appliedmach.com

Managing Member

Applied Machinery Rentals LLC

Security Level: Email, Account Authentication  
(None), Authentication**Signature**

DocuSigned by:



9F8B6606E98D432...

**Timestamp**

Sent: 6/3/2022 11:10:26 AM

Viewed: 6/3/2022 11:19:12 AM

Signed: 6/3/2022 11:19:45 AM

Signature Adoption: Pre-selected Style

Signed by link sent to garth@appliedmach.com

Using IP Address: 208.104.121.221

**Authentication Details**

SMS Auth:

Transaction: 2604A970AFB40F049193F38C661A05DF

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 6/3/2022 11:18:22 AM

Phone: +1 704-770-5432

ID Check:

Transaction: 31016235389545

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address,



Performed: 6/3/2022 11:19:06 AM

Question Details:

passed property.county.real

passed corporate.association.fake

passed person.state.real

failed vehicle.historical.color.real

passed livedat.subdivision.real

passed person.age.real

**Electronic Record and Signature Disclosure:**

Accepted: 5/12/2022 4:15:28 PM

ID: 15f80e42-8e4a-4c4e-91d4-11462486c49b

DOMINIC BONACCI

dominicb@stearnsbank.com

Senior Account Manager

Stearns Bank National Association- EFD

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



9E97979B0CCF46D...

Sent: 6/3/2022 11:19:47 AM

Viewed: 6/3/2022 11:20:14 AM

Signed: 6/3/2022 11:20:20 AM

Signature Adoption: Pre-selected Style

Signed by link sent to dominicb@stearnsbank.com

Using IP Address: 155.190.17.4

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/3/2022 11:10:26 AM
Certified Delivered	Security Checked	6/3/2022 11:20:14 AM
Signing Complete	Security Checked	6/3/2022 11:20:20 AM
Completed	Security Checked	6/3/2022 11:20:20 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE** From time to time, Stearns Bank National Association (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. Getting paper copies At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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connect@stearnsbank.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign. To request paper copies from Stearns Bank National Association To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to connect@stearnsbank.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any. To withdraw your consent with Stearns Bank National Association To inform us that you no longer want to receive future notices and disclosures in electronic format you may: i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to connect@stearnsbank.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.. Required hardware and software DocuSign System Requirements \*\* These minimum requirements are subject to change. Acknowledging your access and consent to receive materials electronically To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below. By checking the 'I Agree' box, I confirm that: I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and Until or unless I notify Stearns Bank National Association as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stearns Bank National Association during the course of my relationship with you.